

3-0183

Contract no. 229

20-04

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A G R E E M E N T
BETWEEN
CITY OF ELIZABETH, NEW JERSEY
AND
CITY HALL MAINTENANCE ASSOCIATION

APRIL 1, 1990 THROUGH MARCH 31, 1992

INDEX

CITY HALL MAINTENANCE ASSOCIATION

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AGREEMENT ENTERED into this 16th day of April, 1990 by and between the CITY OF ELIZABETH, NEW JERSEY, hereinafter referred to as the City or the "Employer" and the CITY HALL MAINTENANCE ASSOCIATION, hereinafter referred to as the "Association".

ARTICLE I

RECOGNITION

1. The City hereby recognized the Association as the exclusive and sole representative for collective negotiations concerning salaries, hours, and other terms and conditions of employment for all permanent Building Maintenance Workers, Building Maintenance Workers (Low Pressure License), Maintenance Repairers, Painters, Parking Lot Attendants, Laborers and Security Guards employed by the Bureau of Public Buildings, Department of Public Works, City of Elizabeth who have been certified by the Department of Personnel and appointed permanently, but excluding all Foremen, Supervisors, Telephone Operators and clerical employees.

2. Unless otherwise indicated, the terms "employee" and "employees", when used in this Agreement, refer to all persons represented by the Association in the above-defined negotiating unit.

ARTICLE II

NOTIFICATION TO THE ASSOCIATION

1. The employer will notify the Association in writing of all promotions, demotions, transfers, suspensions and discharges.

2. The employer will notify the Association in writing 45 calendar days prior to a layoff of any permanent employee in the bargaining unit.

3. The employer will notify the Association of additions and deletions to the payroll of covered employees as they occur.

ARTICLE III

ACCESS

A duly authorized representative of the Association designated in writing, after reporting to the Office of the Supervisor of Public Buildings, Markets and Docks, shall be admitted to the premises for the purpose of assisting in the adjustment of grievances and for investigation of complaints that the contract is being breached. Upon request, the Association representative shall state the purpose of his/her visit. Such visits shall not be permitted to interfere with, hamper or obstruct normal operations.

ARTICLE IV

JOB STEWARDS

1. The employer recognizes the right of the association to designate job stewards and alternates.

2. The authority of job stewards and alternates, so designated by the Association shall be limited to, and shall not exceed the following duties and activities:

a. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.

b. The job stewards and alternates have no authority to take strike action, or any other action interrupting the employer's business.

3. The employer recognizes these limitations upon the authority of the job stewards and alternates and shall not hold the Association liable for any unauthorized acts. The employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the job stewards or alternates have taken strike action, slow down or work stoppage in violation of this agreement.

4. Stewards shall be permitted to investigate, present and process grievance on or off the property of the employer without loss of time or pay. Such time spent in handling grievances during his/her regularly, scheduled hours shall be considered working time.

ARTICLE V

BULLETIN BOARDS

The Association shall have the partial use of the bulletin board located in Room G-14 for the posting of notices relating to meetings and official business of the Association only. No notice shall be posted until a copy has been submitted to the Supervisor of Public Buildings, Markets and Docks in order to prevent the posting of scurrilous or defamatory material.

ARTICLE VI

GRIEVANCE PROCEDURE AND ARBITRATION

1. In the event that any difference or dispute should arise between the City and the Association or its members employed by the City, over the application and interpretation of the terms of the agreement, an earnest effort shall be made to settle such differences immediately and in the following manner; provided the grievance is filed in writing within ten (10) working days of its occurrence or employee knowledge thereof:

Step 1: Between the aggrieved employee and his immediate supervisor. If no satisfactory agreement is reached within three (3) working days, then

Step 2: Between an official of the Association, in conference with the director or his/her designee. Should no acceptable agreement be reached within an additional three (3) working days;

Step 3: The matter may be referred to arbitration by the City or the Association only.

2. Either party may notify the other in writing, certified mail, not later than ten (10) calendar days after the Step 2 meeting of the intention to proceed to arbitration. Failing to agree on a satisfactory arbitrator, the moving party may request the Federal Mediation and Conciliation Service or the New Jersey State Board of Mediation to designate the arbitrator in accordance with its rules and regulations.

ARTICLE VI

GRIEVANCE PROCEDURE AND ARBITRATION (Continued)

3. The arbitrator shall be limited to the issue presented, and shall have no power to add to, subtract from, or modify any of the terms of this agreement, or to establish or change any wage rate. The decision of the arbitrator shall be final and binding. The administrative cost of the impartial arbitrator shall be borne equally by both parties.

4. Unless extended by mutual agreement, the failure to observe time limits herein shall constitute abandonment of the grievance and settlement on the basis of the last City answer.

5. It is specifically understood and agreed that arbitration shall not be obtainable as a matter of right if the grievance:

- a. involves the existence of alleged violation of any agreement other than the present agreement between the parties;
- b. involves issues which were discussed at negotiations but not expressly covered by the terms and conditions of this agreement;
- c. involves claims of violations of an allegedly implied or assumed obligation;
- d. would require an arbitrator to rule on, consider or decide the appropriate hourly salary or incentive rate at which an employee shall be paid, or the method by which his pay shall be determined;

ARTICLE VI

GRIEVANCE PROCEDURE AND ARBITRATION (Continued)

- e. would require an arbitrator to consider, rule on, or decide any of the following:
 - i. The elements of a job assignment;
 - ii. The level, title or other designation of an employee's job classification;
 - iii. The right of management to assign or re-assign work;
- f. pertains in any way to the establishment, administration, interpretation or application of insurance, pension, savings or other benefit plans in which covered employees are eligible to participate;
- g. involves discipline or discharge of employees who have not satisfactorily completed the designated probationary period.

ARTICLE VII

WORK WEEK

1. The normal work week for employees covered by this Agreement shall be forty (40) hours per week, consisting of five (5) eight-hour shifts that may be scheduled from Monday through Sunday.

2. Work schedules shall be at the discretion of the Director of Public Works or his/her designee.

ARTICLE VIII

OVERTIME AND CALL BACK

1. When an employee works continuously in excess of forty (40) hours in the work week, he/she shall be paid at the rate of one and one-half times his/her regular hourly pay for such hours worked.

2. If an employee completes his/her regular assignment, leaves the premises and is called back to work, he/she shall be guaranteed not less than four (4) hours work. The four (4) hours shall be paid at straight time rates, subject to the provisions of Section 1, above.

If the call-back assignment extends for more than four (4) continuous hours, the additional time shall be paid at one and one-half times the regular hourly rate.

3. The employee's regular rate of pay shall be the base hourly rate plus longevity.

4. There shall be no pyramiding of overtime or premium rates.

5. Employees required to work on a scheduled holiday shall be paid time and one-half his regular hourly pay for all hours worked; this will be in addition to his/her regular pay. Employees that are not scheduled to work and are called in because of an emergency on a Sunday or a holiday will be paid at the rate of double time his/her regular hourly pay for all hours worked.

ARTICLE VIII

OVERTIME AND CALL BACK (Continued)

5. A seniority list shall be maintained for selection of those to work overtime. Overtime will be rotated amongst employees on the seniority list starting with those with the most seniority. If an employee refuses an assignment to work overtime or fails to report once assigned, unless excused by the Supervisor of Public Buildings, Markets and Docks, he/she shall be considered as having worked such overtime assignment for the purpose of maintaining a proper order of rotation for future assignments.

ARTICLE IX

MANAGEMENT RESPONSIBILITY

1. It is recognized that the management of the City Hall, the control of its properties and the maintenance of order and efficiency are the sole responsibilities of the City. Accordingly the City retains the following rights, except as they may be abridged in the Agreement, including, but not limited to selection and direction of the force; to hire, to suspend or discharge for just cause; to assign, promote, demote or transfer; to determine the amount of overtime to be worked; to relieve employees from duty for reasons of economy as provided for in N.J.S.A. 11A:8-1 and N.J.A.C. 4A:8-1.1 et seq. or for other legitimate reasons, not inconsistent with the terms and provisions of this Agreement; to decide on the number and location of facilities, to determine the work to be performed; amount of supervision necessary, equipment, methods, together with the selection, procurement, designing, engineering and control of equipment and materials; and to purchase services of others by contract or otherwise; provided present employees employed at the time of the purchase of services of others shall not be displaced by said purchase, providing said employees are willing, capable and able to perform said functions.

2. City-wide employee benefits granted during the life of this Agreement will include employees covered by this contract.

ARTICLE X

WORK ASSIGNMENTS

1. The employer agrees not to direct or require employee(s) to perform any work other than, the work prescribed in the individual employee's classification, unless otherwise specifically provided for in this Agreement.

2. The Director or his/her designee will assign work only to unit employees except in cases of extreme emergency.

3. Supervisors shall not replace or displace unit employees, nor shall they deprive unit employees of overtime. They shall be utilized to supervise, train and assist unit employees.

4. Employees, shall receive seven (7) days notice before change of work schedule.

ARTICLE XI

WAGES

1. Effective April 1, 1990, regular, full-time employees covered by this Agreement shall receive an across-the-board increase in the respective ranges:

1-40	\$1,384.00
7-40	1,192.00
12-40	1,057.00

2. Effective April 1, 1991, regular, full-time employees covered by this Agreement, shall receive an across-the-board increase in the respective ranges:

1-40	\$1,345.00
7-40	1,158.00
12-40	1,027.00

In addition, those covered employees eligible within the terms of the City's salary schedule, shall receive one (1) increment, effective January 1, 1991 and one (1) increment effective January 1, 1992. However, no employee will be paid a salary rate above the maximum of the range for his/her title.

APPENDIX "A"

BUILDING MAINTENANCE WORKERS

SALARY SCHEDULE

EFFECTIVE APRIL 1, 1990

<u>Title</u>	<u>T/O</u>	<u>Range</u>	<u>Min.</u>	<u>Max.</u>	<u>Inc.</u>	<u>Steps</u>
Bldg. Maintenance Worker	22	12-40	17,177	18,677	300	5
Bldg. Maintenance Worker Low Pressure License	2	7-40	19,552	21,052	300	5
Security Guard	1	12-40	17,177	18,677	300	5
Laborer	2	12-40	17,177	18,677	300	5
Maint. Repairer	1	12-40	17,177	18,677	300	5
Painter	1	1-40	22,954	24,454	300	5
Parking Lot Attend.	1	12-40	17,177	18,677	300	5

EFFECTIVE APRIL 1, 1991

<u>Title</u>	<u>T/O</u>	<u>Range</u>	<u>Min.</u>	<u>Max.</u>	<u>Inc.</u>	<u>Steps</u>
Bldg. Maintenance Worker	22	12-40	18,204	19,704	300	5
Bldg. Maintenance Worker Low Pressure License	2	7-40	20,710	22,210	300	5
Security Guard	1	12-40	18,204	19,704	300	5
Laborer	2	12-40	18,204	19,704	300	5
Maint. Repairer	1	12-40	18,204	19,704	300	5
Painter	1	1-40	24,299	25,799	300	5
Parking Lot Attend.	1	12-40	18,204	19,704	300	5

ARTICLE XII

JOB CLASSIFICATION SHEETS

1. The Employer will prepare and make available to the Association, Job Classification sheets defining the principal functions of each job classification covered by this Agreement and any new classification coming under this Agreement.

2. At least thirty (30) days before putting a new classification into effect, the employer shall give the Association a Job Classification sheet for discussion and for the purpose of negotiating a rate.

ARTICLE XIII

PAY DAY

1. Employees will be paid all earnings by check each Thursday.
2. Employees will be paid during working hours.
3. When pay day falls on a holiday, then the preceding day will be pay day.

ARTICLE XIV

LONGEVITY

1. All permanent employees covered by this Agreement shall be entitled to be paid longevity pay in accordance with the schedule contained in this Article. Longevity pay shall be applied on the basis of the employee's anniversary date of employment as follows:

If the employee's anniversary date falls between January 1 and June 30, he/she shall be entitled to adjusted longevity pay retroactive to January 1; if the employee's anniversary date falls between July 1 and December 31, he/she shall be entitled to adjusted longevity pay retroactive to July 1. Longevity pay, in the case of salary increases, will be credited retroactively to the January 1st preceding the execution date of this contract and will accordingly be computed on the new base salary.

2. The scale of longevity pay shall be as follows:

5th year of employment to completion of 9th year	2%
10th year of employment to completion of 14th year	4%
15th year of employment to completion of 19th year	6%
20th year of employment to completion of 24th year	8%
25th year of employment and over	10%

ARTICLE XV

SENIORITY

1. Seniority is defined to mean the accumulated length of continuous service with the City, computed from the last date of hire. An employee's length of service shall not be reduced by time lost due to authorized leave with pay for a bona fide illness or injury certified by a physician. Seniority may be lost and employment terminated if any of the following occur:

- a. Discharge
- b. Resignation
- c. Absence for five (5) consecutive working days without leave or notice
- d. Absence for illness, injury or leave without pay for more than one (1) continuous year.

2. Nothing in this paragraph shall restrict the powers of the employer or the rights of the employee as set forth in Department of Personnel statutes, rules and regulations.

ARTICLE XVI

HOLIDAYS

1. An employee not required to work shall receive time off with straight time pay for each of the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving
Memorial Day	Day after Thanksgiving
Independence Day	Christmas

2. Employees shall be paid the holiday pay for any of the above holidays if it falls on Saturday.

3. If any of the above holidays fall on Sunday, Monday shall be considered as the holiday, if it is generally observed as such in the community.

4. Where the department operates on any of the above holidays or holiday periods, working employees shall receive their holiday pay plus additional time and one-half for all hours worked on such holiday or holiday period.

5. If one of the above holidays falls within an employee's vacation period, the employee shall not be charged a vacation day for said holiday.

6. Unworked holiday time shall not be counted for purposes of computing overtime.

ARTICLE XVII

PERSONAL DAY

1. After one (1) year of service computed from the last date of hire, full-time employees may be granted one (1) Personal Leave Day during each year of this Contract for any of the following reasons:

- a. Religious observance
- b. Death of a blood relative not included in the Funeral Leave section.
- c. Personal, legal, business, household or family matters of an emergency nature, not covered elsewhere in this Agreement, provided the employee states the specific reason for the request and such is approved in writing by the department head.

2. This day shall not be accumulated.

VACATIONS

1st year - 1 working day per month
(1st three months earned but cannot spend)

BEGINNING	END	
2nd year	5th year	13 working days
6th year	10th year	15 working days
11th year	15th year	18 working days
16th year	20th year	20 working days
21st year	25th year	23 working days
after 25 years		26 working days

3. When any vacation or part of it cannot be taken in the calendar year when earned because of the work load in a department, the same can be taken in the following year with the consent of the department head, but such accumulated vacation days may not be extended beyond the second year, without the approval of the Director.

5. Any employee covered by this Agreement, who is entitled to vacation leave at the time of retirement, shall receive the earned vacation which has not been taken prior to the date of retirement. In the event that an employee is entitled to vacation leave at the time of his death, his/her widow(er) or his/her estate shall receive the earned vacation pay on the same basis as an employee who is retiring.

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ARTICLE XIX

LEAVE WITHOUT PAY

1. The appointing authority may grant the privilege of a leave of absence without pay to a permanent employee for a period not to exceed six (6) months at a time.

2. Such leave of absence may be renewed for an additional period not to exceed six (6) months only by formal action of the appointing authority with the approval of the governing body. No further renewal may be granted except upon approval of the Governing body for reasons as established by Department of Personnel.

3. Request for such leave shall be in writing to the appointing authority not less than two (2) weeks in advance of the date for which such leave is desired, except in the event of an emergency, stating the reason for the leave and the time requested.

ARTICLE XX

JURY DUTY

1. An employee who is called to Jury Duty shall immediately notify his/her supervisor.
2. An employee who is excused from Jury Duty service on any day shall report for work on such day.
3. An employee shall not be required to report back for work on any day he/she is in attendance at Court for Jury Duty service, regardless of the employee's shift.
4. The employer retains the right to request that the employee be excused from Jury Duty because he/she is required on the job.

ARTICLE XXI

DISCIPLINE AND DISCHARGE

1. It is agreed that nothing herein shall in any way prohibit the City from discharging or otherwise disciplining any employee regardless of his seniority, for just cause. Grounds for summary discharge shall include, but not be limited to drunkenness on the job, dishonesty, careless use or abuse of City property, gross insubordination, gross negligence in the performance of duties and insubordination.

2. In the event that a discharged employee feels that he/she has been unjustly dealt with, said employee or the association, with permission of the supervisor, shall have the right to file a complaint in accordance with applicable Department of Personnel's Rules and Regulations.

ARTICLE XXII
INSURANCE

1. All employees covered by this agreement and eligible members of their family shall be entitled to full coverage of Blue Cross and Blue Shield hospitalization plans, including Rider "J" of the New Jersey Blue Cross and Major Medical Insurance, the premiums of which shall be paid for by the City.

2. The City acknowledges that the rules and regulations of the State Health Benefits Commission established that Chapter 88, P.L. 1974 does:

(a) apply to all eligible present and future pensioners of the employer and their dependents;

(b) continue as long as the State is paying the cost of its eligible pensioners and their dependents in accordance with provisions of Chapter 75, Public Laws of 1972.

(c) provide for local employer reimbursement of Federal Medicare premiums for eligible pensioners and/or their spouses, as well as the payment of health insurance premiums required by the program, on a basis comparable to the reimbursement made by the State to its eligible pensioners and their spouses in accordance with the provisions of Chapter 75 Public Laws of 1972.

(d) require the local employer to pay the full cost of such premiums and Medicare charges.

3. The City hereby agrees to pay the premium or periodic charges for the benefits provided to all eligible retired employees and their dependents covered under the program, but not including survivors, if such employees retired from a State or locally-administered retirement system effective after the date the employer adopted the State Health Benefits Program on a benefit based on 25 years or more of service credited in such retirement system, excepting the employees who elected deferred retirement, but including the employees who retired on disability pensions based on fewer years of service credited in such retirement system and also to reimburse such retired

ARTICLE XXII

INSURANCE (Continued)

employees for their premium charges under Part B of the Federal Medicare Program covering the retired employees and their spouses in accordance with the regulations of the State Health Benefits Commission.

4. All employees covered by this Agreement and eligible members of their families will be covered by a Prescription Drug Plan. The premiums will be paid by the City.

5. All other insurance benefits presently in effect shall be maintained throughout the period of the contract.

6. The City will implement a dental plan for all employees covered by this agreement on or before July 1, 1981. The premiums will be paid by the City.

ARTICLE XXIII

ASSOCIATION PRIVILEGES

Copies of general orders, rules and regulations and communications affecting wages, hours and other terms and conditions of employment covered by this agreement shall be furnished to the Association within two (2) working days of their promulgation.

ARTICLE XXIV

RULES AND REGULATIONS

1. The City may establish and enforce binding rules and regulations in connection with its operation and maintenance of discipline, provided such rules and regulations are not in conflict with the provision of this Agreement. Copies shall be furnished to the Association.

2. It is understood that employees shall comply with all rules and regulations made by the City from time to time. Employees shall promptly and efficiently execute the instruction and orders of the Director and supervisors. If an employee or employees believe a rule, regulation, instruction or order of an officer or other supervisor is unreasonable, or unjust, the employee or employees shall comply with the rule, regulation, order or instruction, but with further provision that such employee or employees may regard the rule, regulation, order or instruction as a grievance which shall be handled in accordance with the grievance procedure set forth in Article VI of this contract.

3. In the event that an employee or employees shall refuse to comply with a rule or regulation, or shall refuse to execute promptly and efficiently an instruction or order of an officer or other supervisor, the City shall have the right, at its option, to suspend, or discharge the offending employee or employees.

ARTICLE XXV

SICK LEAVE

Sick leave shall be as provided in the Department of Personnel's Statutes, Rules and Regulations.

ARTICLE XXVI

MILITARY LEAVE

Military Leave shall be provided in accordance with applicable Federal and State statutes and regulations.

ARTICLE XXVII

FUNERAL LEAVE

1. Leave with pay, not exceeding three (3) days, shall be granted to any employee in the event of a death in his immediate family without penalty of sick leave or vacation time.

2. Immediate family for purposes of the above is defined as follows:

- a. Mother and father
- b. Husband or wife
- c. Children
- d. Brother or sister
- e. Mother-in-law and father-in-law
- f. Grandmother and Grandfather
- g. Sister-in-law and Brother-in-law
- h. Grandchildren of employee or spouse

3. This provision also applies for any other relative who resides with the employee.

4. One (1) working day shall be allowed in the event of the death of an aunt or uncle.

5. Special cases will be referred to the Director.

6. Funeral Leave with pay as provided for in this section is intended to be used for the purpose of handling necessary arrangements and attending the funeral of the deceased member of the immediate family and shall neither be accumulated to nor deducted from his/her normal sick leave. If the employee does not attend the funeral of the deceased, pay allowance (as provided in this section) will not be allowed.

ARTICLE XXVIII

BAN ON STRIKES

1. It is recognized that the need for continued and uninterrupted operation of the City's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

2. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, parties hereto agree that they will not engage in, encourage, sanction, or suggest strikes, slowdowns, lockouts, or mass resignations, mass absenteeism or other similar performance.

3. The City shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting or participating in a strike, slow down or other interference.

ARTICLE XXIV

APPROPRIATION OF FUNDS

All wages and other financial benefits accruing to employees covered by this Agreement shall be specifically subject to the appropriation of adequate and necessary funds therefore by the Elizabeth City Council in its annual municipal budget or as otherwise allowed by law.

ARTICLE XXX

EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete agreement between the parties and embodies all the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining. Any prior commitment or agreement between the City and the Association or any individual employee covered by this Agreement is hereby superseded.

ARTICLE XXXI

SAVINGS CLAUSE

In the event that any Federal or State legislation, governmental regulation or Court decision invalidate any article or section of this Agreement, all other articles and sections not so invalidated shall remain in full force and effect.

ARTICLE XXXII

CLOTHING ALLOWANCE

1. Employees covered by this Agreement will receive \$200.00 for clothing allowance for the year 1990 and \$200.00 for clothing allowance for the year 1991.

2. Payment will be paid the second pay period of April 1990 and April 1991.

ARTICLE XXXIII
TERM OF AGREEMENT

1. This Agreement shall be in full force and effect from April 1, 1990 through and including the 31st day of March, 1992. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the time of the expiration, he/she must notify the party in writing not less than sixty (60) days prior to such expiration date.

2. The Agreement shall remain in full force and effect on a day-to-day basis during collective negotiations between the parties extending beyond the date of expiration set forth herein, unless and until either party serves the other with written notice of termination by registered mail in which event the agreement shall terminate five (5) days following receipt of such notice.

CITY OF ELIZABETH, NEW JERSEY

BY: _____

THOMAS G. DUNN, Mayor

DATE: _____

4-16-90

ATTEST:

JOHN J. DWYER, City Clerk

DATE: _____

4/16/90

CITY OF
ELIZABETH

APPROVED AS TO FORM
PHYSICAL CONDITIONS
TERMS & CONDITIONS
DESCRIPTION

CITY HALL MAINTENANCE ASSOCIATION

BY: _____

John J. Kelly, President

DATE: _____

4-12-90

DATE: _____

DATE: _____

ljd-90